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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

TRISHAN AIR, INC.; KERRY
ACQUISITIONS, LLC; AND
KOOSHAREM CORPORATION,

Plaintiffs,

vs.

DASSAULT FALCON JET CORP.;
DASSAULT AVIATION; DASSAULT
AIRCRAFT SERVICES; FLIGHT
SAFETY INTERNATIONAL; and DOES
2 through 10,

Defendants.

) Case No.: CV 08-07294 VBF (CWx)

)
) Judge. Hon. Vaerie Baker Fairbank
) Magistrate Judge: Hon Carla Woehrle

)
) AMENDED JUDGMENT

)
) Trial Date: May 3, 2011
) Time: 9:00 a.m.
) Courtroom: 9

1 This matter was duly tried before a jury, commencing on May 3, 2011 with
2 the Honorable Valerie Baker Fairbank presiding. The matter was submitted to the
3 jury in two phases, the first was on the issue of liability and the second on the issue
4 of damages. The submission to the jury came by means of special verdict form.

5 On May 20, 2011 and May 25, 2011 respectfully, the jury returned its verdict
6 by way of answering the special verdict forms submitted. On May 31, 2011 the
7 Court signed the proposed Judgment submitted by Plaintiffs with the proviso that all
8 issues related to the verdict and proposed Judgment would be taken up in post trial
9 motions.

10 On July 29, 2011 the Court issued its ruling on post trial motions by way of a
11 comprehensive order that granted in part Dassault's Motion to Amend the Judgment
12 to reflect judgment in favor of Dassault on the negligence, strict liability, and
13 implied warranty claims, and granted in part Dassault's Motion to Amend the
14 Judgment to reduce Plaintiffs' principal damage award on the breach of express
15 warranty claim by 70%, and granted in part Plaintiffs' Motion to Amend Judgment
16 to Add Prejudgment Interest.

17
18 ACCORDINGLY IT IS ADJUDGED that:

- 19
20 1. Judgment is hereby entered in favor of Defendants Dassault Falcon Jet Corp.
21 and Dassault Aviation and against Plaintiffs Trishan Air, Inc., Kerry
22 Acquisitions, LLC and Koosharem Corporation on Plaintiffs' claims for
23 product liability, negligence, and breach of implied warranty. As to those
24 claims Plaintiffs Trishan Air, Inc., Kerry Acquisitions, LLC and Koosharem
25 Corporation shall take nothing from Defendants Dassault Falcon Jet Corp. and
26 Dassault Aviation.
- 27 2. On the claim of Plaintiffs Trishan Air, Inc., Kerry Acquisitions, LLC and
28 Koosharem Corporation for breach of express warranty, pursuant to the jury's

1 finding of fault, Plaintiffs shall recover from Defendants Dassault Falcon Jet
2 Corp. and Dassault Aviation the sum of \$3,507,996.86 which represents the
3 total principal damages found by the jury (\$11,693,222,85) reduced by the
4 percentage of fault attributed to the Plaintiffs by the jury (70%).

- 5 3. Plaintiffs shall take nothing from defendant FlightSafety International Inc. on
6 any claim against said defendant in this matter.
- 7 4. Defendant and third-party plaintiff FlightSafety International, Inc. take
8 nothing from third-party defendant Select Personnel Services, Inc. on any
9 claim against said third-party defendant in this matter.
- 10 5. Counter-claimant FlightSafety International takes nothing from counter-
11 defendants Trishan Air, Inc. Kerry Acquisitions, LLC or Koosharen
12 Corporation on any claim against said counter-defendants in this matter.
- 13 6. Pursuant to Cal. Civ. Code § 3287(b), Plaintiffs Trishan Air, Inc., Kerry
14 Acquisitions, LLC and Koosharem Corporation shall recover from Defendants
15 Dassault Falcon Jet Corp. and Dassault Aviation the sum of \$412,903.57 in
16 prejudgment interest on the diminution of the aircraft's value and loss of use
17 of the aircraft.
- 18 7. Prevailing parties to recover costs in an amount to be determined by the Court.
- 19 8. This Amended Judgment will bear interest at the judgment rate until fully
20 satisfied.

21
22 Dated 8/11/11

23
24 United States District Court for the Central District of California

25
26 By: Valerie Baker Fairbank

27 Valerie Baker Fairbank, U.S. District Judge
28